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Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

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| In the Matter of | ) | |
| | ) | |
| Distribution of 2014-2017 | ) | Docket No. 16-CRB-0009-CD |
| Cable Royalty Funds | ) | (2014-2017) |
| | ) | |
| | ) | |
| In the Matter of | ) | |
| | ) | |
| Distribution of 2014-2017 | ) | Docket No. 16-CRB-0010-SD |
| Satellite Royalty Funds | ) | (2014-2017) |
| | ) | |

**Multigroup Claimants' Opposition to**
**SDC's Motion to Compel Production of Documents**

In order to properly place the SDC's motion in context, Multigroup Claimants notes that in response to the Judges' *Order for Further Proceedings and Scheduling Case Events* (Jan. 10, 2022), Multigroup Claimants and several other parties engaged in discovery, submitting document requests seeking information relevant to the claims validity process. Multigroup Claimants received document requests from the JSC, MPA, and SDC, and was also provided the document requests propounded on the NAB, and Major League Soccer. While every category has unique issues, the JSC and MPA each propounded four document requests on Multigroup Claimants. Similarly, the requests on the NAB and Major League Soccer numbered four and three, respectively. By contrast, the SDC propounded 44 separate document requests on Multigroup Claimants, delving into a wide range of irrelevant topics. See SDC motion, Exh. A.

In the SDC's *Motion to Compel Multigroup Claimants to Produce Documents* (March 14, 2022), the SDC request the production of documents falling in two broad categories. The requested documents are, in one instance, beyond the scope of claims-related discovery, and in

the other instance, simply irrelevant to Multigroup Claimants' claims. The SDC's motion should be denied in its entirety.

**A. The SDC's request for broadcast data for a particular producer's programming is not a "claims" issue, but rather a "methodology" issue, and is therefore premature.**

The first category of documents for which the SDC seeks to compel production is broadcast data for claimant Salem Baptist Church of Chicago, Inc. According to the SDC, this particular information "will assist" the SDC in identifying the programming owned by Salem Baptist Church of Chicago, Inc.

Multigroup Claimants or its predecessors have successfully made claim for the identical programming on behalf of this identical claimant in the devotional programming category since 2002, in three separate distribution proceedings, each of which proceeding involved the SDC. Despite such verifiable fact, the SDC now feign insufficient familiarity with such programming, and seek a comprehensive list of all stations that broadcast the programming of Salem Baptist Church of Chicago, Inc. No apparent challenge exists to Multigroup Claimants' authority to represent Salem Baptist Church of Chicago, Inc., or its programming, i.e., a "claims validity" issue, but the SDC suggests without any significant specificity that the SDC could possibly get confused between *that* devotional claimant's programming, and the programming of churches with possibly similar names.

Other than to a single reference to a (purportedly) Memphis-based church that MC does not represent (and which the SDC has already determined is unrelated to the MC-represented claimant), the SDC provide ***no information*** as to what entities or programming with which it is confused. Nor has the SDC presented any broadcast data that it considers is subject to

confusion.[1] Rather than provide this information to MC, or identify any actual confusion it has experienced that would allow possible clarification, the SDC instead summarily assert that the ***only*** way for the SDC to remedy the SDC's yet-to-be-identified confusion regarding the programming of Salem Baptist Church of Chicago, Inc. is to obtain a comprehensive list of all stations that carried that claimant's programming. Despite the SDC's contention that such information "should be easy" to provide, Multigroup Claimants' experience is the contrary, as most claimants rarely retain such information for more than a few years, and often work through third-party distributors and syndicators that are the only entities that ever retained such comprehensive information, and themselves discard it after a brief period.

In fact, the SDC motion is misleading to the extent that the SDC suggests that it has identified eight separate monikers that may apply to the programming of Salem Baptist Church of Chicago, Inc. On the contrary, this was information provided by Multigroup Claimants. To clarify, based on data obtained by Multigroup Claimants from prior proceedings, and as part of its "disclosure" obligations to all parties, Multigroup Claimants reported to the SDC that the programming of such claimant has been reported in a multitude of ways. This is far from a novel situation, as data and listings for even the most well-known programming appears in a multitude of ways, even when reported by the same data source, e.g., "The Oprah Winfrey Show", "Oprah Winfrey", "Oprah", "Oprah Winfrey Show", etc. Consequently, Multigroup Claimants reported to the SDC the several ways that the programming of Salem Baptist Church has been identified in the past, and the SDC's motion simply repeats those eight monikers, without clarifying

[1] Until the filing of its motion, the SDC failed to identify to Multigroup Claimants *any* church or programming that it purported to have a confusingly similar name/title, and had never made mention of the "Memphis-based" church identified in its motion.

whether the SDC has witnessed the use of any such monikers in data, or experienced any confusion. That is, without asserting any ***actual*** confusion, the SDC simply assert that it ***could possibly*** be confused at some point in the future. Further to the point, Multigroup Claimants has not asserted (nor could ever assert) that all programming listed by the identified monikers in all conceivable forms of data from all possible sources must be owned by the Salem Baptist Church of Chicago, Inc., only that such identification by such monikers has historically applied to the broadcasts of programming owned by such claimant.

Again, the SDC do not challenge Multigroup Claimants' representation of Salem Baptist Church of Chicago, Inc., which has been affirmed in multiple proceedings, rather only some unarticulated possible confusion in the future. Given the foregoing, coupled with the SDC's failure to offer Multigroup Claimants any actual instances of confusion, Multigroup Claimants responded appropriately to the SDC discovery request. The SDC Request no. 10, and MGC's response were as follows:

> **SDC Request no. 10:** Produce documents sufficient to show the stations which carried programs in Your Claims on behalf of Salem Baptist Church of Chicago, Inc. that You claim in the Devotional Category in each year of these Proceedings.
>
> **MC Response to Request No. 10:** MC objects to the request on the grounds that such request is irrelevant as beyond the scope of the discovery required by the January 10, 2022 order relating to "claims issues".

See SDC motion, at Exh. A.

Theoretically, there are dozens of identifying traits of a particular program, ranging from the program length, to the director of the program, to the individuals that are the primary personalities for the programming (e.g., the attending minister, in this case), program guests. Nonetheless, the SDC zero in on only factor -- broadcast data -- information that has historically

been produced and addressed in the distribution proceedings *only after* resolution of claims validity issues in no fewer than the last four distribution proceedings.

Given (i) that the specific data sought by the SDC is not typically compiled and produced until *after* the methodology phase of distribution proceedings have been scheduled, (ii) the failure of the SDC to present ***any*** instances of ***actual*** confusion,[2] (iii) the SDC's lack of interest in any other defining characteristics of the programming of Salem Baptist Church of Chicago, Inc., and (iv) the SDC's implausible assertion that it does not already have sufficient information relating to the programming of Salem Baptist Church of Chicago, Inc., the SDC's request to compel the production of broadcast data should be denied. Such information will be compiled and produced during the methodology phase of the distribution proceedings, but at this juncture compilation and production is premature.

**B. The SDC's multiple requests for documents relating to claims for calendar year 2014 are irrelevant to these proceedings, as Multigroup Claimants is not making a claim for 2014 royalties.**

Four of the SDC's document requests – nos. 27, 30, 31, and 32 – expressly relate to Multigroup Claimants' authority to make claim to 2014 royalties, ***even though Multigroup Claimants has not made claim to 2014 royalties in this proceeding***. In no uncertain terms, the requests are simply irrelevant to any claim being made by Multigroup Claimants in this proceeding.

Notwithstanding the foregoing, the SDC attempt to draw relevance from such requests by asserting that the SDC's requests *actually* relate to Multigroup Claimants' authority to make claim to 2015, 2016, and 2017 royalties. The SDC make such assertion by means of a

[2] The only instance of possible confusion cited by the SDC is programming of a Memphis-based church that the SDC has already resolved is different than the programming of the MC-represented claimant.

combination of speculation about what documents *might* exist or *should* exist, and by the application of inaccurate law that has already been rejected in the 2010-2013 proceedings. All the while, the SDC omit to mention that Multigroup Claimants posed no objection to the production of documents relating to Multigroup Claimants authority to file claims relating to 2015, 2016, and 2017 royalties, including any terminations of authority relating thereto (of which none exist in the devotional category), and has already produced documents in response to such requests. See generally, SDC motion, at Exh. A.

The non-sequitur employed by the SDC to make its argument of relevance is confounding. For example, the SDC asserts that:

> "The apparent failure to file any claim for 2014 (due in July, 2015), coupled with the abrupt purported transfer of agency authority from Worldwide Subsidy Group to Alfred Galaz on January 20, 2015, raise a significant question as to whether Alfred Galaz or his purported successors in interest had authority to file claims for 2015, 2016, and 2017."

SDC motion at 5. The SDC nevertheless acknowledges the categories of documents already produced by Multigroup Claimants that corroborates its authority to prosecute 2015-2017 claims, but then asserts – as it unsuccessfully maintained in the 2010-2013 proceedings – that California law required each of the parties with whom Worldwide Subsidy Group contracted to consent to the referenced January 20, 2015 transfer. Addressing the identical transfer and the identical authority cited by the SDC (Cal. Civ. Code § 2349), the Judges stated the following: "The Judges reject the SDC's argument that the representational authority at issue could not be transferred without the written consent of the underlying copyright owners." *Order Granting*

*Motion of Worldwide Subsidy Group LLC for Substitution of Parties* (Dec. 8, 2020), Consolidated Docket no. 14-CRB-0010-CD/SD (2010-2013).[3]

As yet another non-sequitur, the SDC contends that Multigroup Claimants "breached its fiduciary duty" to its represented claimants by not filing 2014 claims, and not informing them that Multigroup Claimants had not filed 2014 claims. Even if a "breach of fiduciary duty" had occurred, which did not, such act would have no bearing or relevance to the 2015, 2016, and 2017 claims that are being prosecuted in this proceeding, nor would any entity other than a represented claimant have standing to make such an assertion. As the SDC are abundantly aware, the Judges already made a comparable ruling on this subject in the 2010-2013 proceedings, whereat the SDC attempted to argue that the failure to file claims for 2014 had a bearing on Multigroup Claimants' 2010-2013 claims. Therein, the Judges found no logical relevance to or bearing on the 2010-2013 claims being prosecuted by Multigroup Claimants. *Ruling and Order Regarding Objections to Cable and Satellite Claims* (Oct. 23, 2017), Docket

# # #

[3] To the extent that the Judges desire further briefing, Multigroup Claimants notes that extensive arguments have already been presented on the SDC's misapplication of agency law to the contracts entered into between Worldwide Subsidy Group LLC and third parties, and the exception appearing in California Civil Code § 2349 that would relieve Worldwide Subsidy Group LLC of any obligation to seek approval of a transfer of its interests under such agreements. See *Worldwide Subsidy Group LLC Reply in Support of Motion for Substitution of Parties* (July 10, 2020), attached hereto as **Exhibit A** and incorporated by reference.

no. 14-CRB-0010-CD (2010-2013) and no. 14-CRB-0011-SD (2010-2013), at 5. Logically, no different result follows here.

Respectfully submitted,

Dated: March 28, 2022

_____/s/_____
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## CERTIFICATE OF SERVICE

I certify that on March 28, 2022, I caused a copy of the foregoing pleading to be served on all parties registered to receive notice by eCRB by filing through the eCRB filing system.

_____/s/_____
Brian D. Boydston, Esq.

# EXHIBIT A

Before the
COPYRIGHT ROYALTY JUDGES
Washington, D.C.

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| In the Matter of | ) | |
| | ) | |
| Distribution of | ) | CONSOLIDATED DOCKET NO. |
| Cable Royalty Funds | ) | 14-CRB-0010-CD/SD |
| | ) | (2010-2013) |
| In the Matter of | ) | |
| | ) | |
| Distribution of | ) | |
| Satellite Royalty Funds | ) | |

**WORLDWIDE SUBSIDY GROUP LLC**
**REPLY IN SUPPORT OF**
**MOTION FOR SUBSTITUTION OF PARTIES**

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The Settling Devotional Claimants ("SDC") oppose the very motion that they vociferously complained had not been filed by Worldwide Subsidy Group LLC dba Multigroup Claimants ("WSG").

The gist of the SDC argument is that the assignment of rights from Multigroup Claimants, a sole proprietorship of Alfred Galaz ("Multigroup Claimants"), *back* to WSG (whom originally conferred such rights to the sole proprietorship), is a transfer of "agency" rights that is invalid in the absence of approval by the underlying copyright owners. SDC at 2, et seq. The SDC's citation to "agency" law, and even its application thereof, is flawed, and the Judges have already rejected the SDC's argument in these proceedings.

**A. The SDC cite to inapplicable "agency" law.**

The first misstep of the SDC is to cite to the law of agency, as the agreements between WSG and underlying copyright owners are not "agency" agreements. In the hundreds of WSG agreements presented in these proceedings, the word "agency" *does not appear once*. What does appear, in literally *every* WSG agreement, is an "assignment" to WSG of the copyright owner's right to retransmission royalties. The SDC is aware of this fact.

The legal distinctions between agents and the assignees of property rights are significant. Agents are fiduciaries to their principals. "It is undisputed that an agent owes its principal 'a fiduciary duty to act loyally to the principal's benefit in all matters connected with the agency relationship.' Restatement (Third) of Agency Section 8.01 (2006)." *Monterey Bay Military Hous., LLC v. Pinnacle Monterey, LLC,* 116 F. Supp. 3rd 1010, 1025 (N.D. Cal. 2015).

By contrast to this fiduciary obligation, an assignee does not assume any of the personal liabilities of its assignor. "The general rule is that the mere assignment of rights under an executory contract does not cast upon the assignee any of the personal liabilities imposed by the

contract upon the assignor. (*Griffin v. Williamson*, 137 Cal. App. 2d 308, 315 [290 P.2d 361].)" *Walker v. Phillips*, (1962) 205 Cal. App. 2d 26, 32.

In addition to the fact that WSG's agreements state that the applicable rights and royalties are "assigned", and *never* state that WSG is acting as an agent, for WSG to be held to be an agent of any underlying copyright owner, such owners would have to retain the right to control WSG's conduct. Under California law, and under the law of every U.S. jurisdiction known by the undersigned, for a principal-agent relationship to exist, the principal must have the authority to exercise control over the agent.

> "An agent 'is anyone who undertakes to transact some business, or manage some affair, for another, by authority of and account of the latter, and to render an account of such transactions.' [Citation.] 'The chief characteristic of the agency is that of representation, the authority to act for and in the place of the principal for the purpose of bringing him or her into legal relations with third parties. [Citations.]' [Citation.] 'The significant test of an agency relationship is ***the principal's right to control the activities of the agent***. [Citations.] It is not essential that the right of control be exercised or that there be actual supervision of the work of the agent; the existence of the right establishes the relationship.' "

*McCollum v. Friendly Hills Travel Center*, (1985) 172 Cal. App. 3d 83, 91 (emphasis added).

*Each* of the WSG agreements clearly state that WSG's clients are assigning their rights to WSG. *Nowhere* do any of those agreements state or suggest that any underlying copyright owner is conferred a right to control any aspect of WSG's activities. In fact, were such provision to exist within the WSG agreements, WSG's ability to conduct itself would be hopelessly stalled, as each of hundreds of copyright owners whose rights were assigned to WSG could individually demand a different distribution methodology, different expert witnesses, different legal counsel, etc. That is not, nor has ever been, the substance of any of the WSG agreements, and for the SDC to suggest this by arguing the application of agency law, simply distorts reality. Literally

nothing in hundreds of WSG agreements confers any assignor a right to control WSG's activities, in any manner.

**B. The underlying copyright owners expressly granted *WSG* the authority to pursue the royalties at issue. The Judges have already rejected *in this proceeding* the SDC's argument that underlying copyright owner approval was required, and collateral estoppel precludes any further challenge to an assignment of the royalty rights at issue.**

As noted, the substitution sought by WSG's motion is the result of the sole proprietorship assigning *back* to WSG the rights WSG previously assigned to the sole proprietorship in 2015, i.e., the assignment was to the contracting entity whom had been originally authorized to collect the copyright owners' interests. It was not without purpose that WSG's moving brief stated that "even if the copyright claimants had a theoretical legal basis to object to any transfer, any theoretical argument was obviated by the very terms of agreement with WSG". Without exception, *all* underlying copyright owners expressly authorized *WSG* to pursue the royalties at issue in this proceeding.1

Nevertheless, taken to its logical end, the SDC's "agency" argument would deem WSG's initial assignment to Multigroup Claimants in 2015 as invalid for the same reasons asserted by the SDC here (i.e., no prior approval by underlying copyright owners). Both the SDC and MPAA have previously asserted such argument in this proceeding,2 but as already noted in

1 Even if the SDC's "agency" argument were applicable, which it is not, the proper entities to object would be the underlying copyright owners, not the SDC. That is, the SDC have no standing to object. Moreover, and as was also observed, no equitable reason exists to prohibit the January 2018 transfer. During the pendency of this proceeding, between the January 1, 2018 transfer of ownership of Multigroup Claimants' interests and the final distribution orders occurring in August and November of 2018, the interests of the underlying copyright claimants were represented by the same personnel, expert witnesses, and legal counsel, without qualification.

2 See, e.g., SDC's *Motion to Disqualify Multigroup Claimants and to Disallow Certain Claimants and Programs* at 5 (Oct. 11, 2016) ("IPG is an Agent, Not a Copyright Owner, and in

WSG's moving papers, such argument was expressly rejected by the Judges.3 Consequently, the law of the case principle precludes revisiting the issue of whether there must be approval of the January 2018 transfer of interests by the underlying copyright owners. Specifically, the law of the case doctrine generally prohibits a court from considering an issue that has already been decided by that same court or a higher court in the same case. *Hall v. City of Los Angeles*, 697 F.3d 1059, 1067 (9th Cir. 2012). Similarly, the principles of res judicata and collateral estoppel prevent the re-litigation of issues already litigated. See *U.S. v. Wells*, 347 F.3d 280, 285 (8th Cir. 2003). Thus, the issue has been resolved.

### C. Even presuming that "agency" law applies, the SDC misapply California Civil Code § 2349.

Even presuming that "agency" law applies here, which it does not, the SDC gloss over one of the exceptions under which agency rights can be delegated. Specifically, subsection (3) states that an agent may delegate his powers to another "when it is the usage of the place to delegate such powers". While oddly phrased (it is an eighteenth century statute), the meaning of this provision is elucidated within the "venerable" case cited by the SDC, *Dingley v. McDonald*, 57 P. 574 (Cal. 1899).

In *Dingley*, the exception makes clear that the provision applies to the expected practice of delegating powers that were the subject of the agency: "No usage was shown for agents to

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Order for MGC to Petition to Represent Claimants in these Proceedings, MGC Was Required to Obtain Consent Directly from the Copyright Owners Before Filing the Petitions to Participate"); see also, MPAA's *Motion for Disallowance of Claims Made by Multigroup Claimants* at 19 (Oct. 11, 2016) ("Claimants Who Did Not Authorize Or Consent To MC Or SLP Acting As Their Agent In These Proceedings Must Be Dismissed").

3 *Ruling and Order Regarding Objections to Cable and Satellite Claims* at 13-16 (Oct. 23, 2017) ("The Judges find that MPAA's evidence and arguments do not support a general rule requiring consent from each of [WSG's] claimants in order to represent them in these proceedings.").

assign claims for collection, and we cannot assume that any such usage exists in San Francisco, where the suit was brought...." *Dingley*, at 576.

As has been oft-noted, the agreements between the copyright owners and WSG cover worldwide royalty collection, and it has been WSG's open practice to engage third parties to collect royalties outside the United States. The Judges have already acknowledged this practice by WSG in their rulings. See, e.g., *Ruling and Order Regarding Objections to Cable and Satellite Claims*, at 14 (Oct. 23, 2017). In fact, WSG has even engaged third parties for collection *in* the United States for particular Phase I categories where no methodological disagreements exist (PBS for non-commercial broadcasts category; Canadian Claimants Group for Canadian Claimants program category), and in twenty-two years, *no WSG client has ever objected to WSG's practice* of engaging third parties for collection because it is the norm for the industry and *expected*. That is, the prerequisites set forth by California Civil Code § 2349(3) are satisfied.

The SDC scarcely devote only a few sentences to the subject in their opposition. SDC at 4. Therein, the SDC assert "to the SDC's knowledge, the assignment of an agency agreement without the express consent of the claimants is unprecedented in copyright royalty proceedings." This statement, however, is completely false, as even the Judges can immediately recognize. Not only does the SDC statement run contrary to the prior rulings relating to Multigroup Claimants in this proceeding (see Section B., supra), but the SDC have been party to multiple proceedings involving the Motion Picture Association of America ("MPAA"), wherein the MPAA has openly acknowledged (even within its Written Direct Statements) that the vast majority of its programs are owned by parties that are not in privity with the MPAA, and with whom the MPAA has *never even communicated*. See *Ruling and Order Regarding Objections to Cable and Satellite*

*Claims*, at 40, et seq. (Oct. 23, 2017). For the SDC to claim that "it is not 'the usage of the place' for an agent to delegate powers to participate in copyright royalty proceedings without knowledge and consent of the claimant", misrepresents what WSG, the Judges, and every other participant in these proceedings knows to be the case. Id.

Consequently, even if Multigroup were subject to an erroneous application of California Civil Code § 2349, an exception articulated therein would relieve Multigroup Claimants of any obligation to seek approval of a subsequent transfer of Multigroup Claimants' rights.

### D. Rather than address substantive issues, the SDC persist in making unsubstantiated allegations of fraud and misconduct.

Notably, the SDC conspicuously fail to even cite 37 C.F.R. § 360.4(c), the provision pursuant to which WSG's motion was brought, much less address the fact that the purpose of such provision is only to avoid "frustrating" contact with a claimant because of an outdated address.

Notably, the SDC fail to address that because Multigroup Claimants was a registered fictitious business name for Alfred Galaz, for Alfred Galaz to convey the interests of Multigroup Claimants, it *necessitates* that such interests vest with a different person or legal entity, and that denial of WSG's motion would be tantamount to the Judges prohibiting Alfred Galaz from conveying his personal interest, or risk injury to the rights being prosecuted. Literally no response from the SDC is forthcoming to such argument.

Rather, the SDC persist in their unsubstantiated allegations of misconduct and fraud, for no reason other than to further pepper the public record with such contentions as a "no consequence" means of defaming WSG and the Galaz family – there being "no consequence" because of the absolute privilege to defamation afforded to legal pleadings.

Notably, the SDC, its principals, its individual counsel, and its law firms, continue to shrug from uttering their allegations of misconduct and fraud outside of this context – as WSG has challenged them to do -- where they cannot hide behind the skirt of a rule that permits even malicious untruths to be published without consequence. In fact, the SDC continue to engage in their pattern and practice of unconscionable conduct, such as when SDC counsel Matthew MacLean incredibly explained that his purpose for contacting a bankruptcy trustee in Tulsa, Oklahoma in order to report "discrepancies" in the bankruptcy petition for the personal bankruptcy of Alfred Galaz, an 85-year old man, unnecessarily injecting strife into that octogenarian's life, was to comply with his "serious" oath to "do no falsehood or consent that any be done in Court". See *Declaration of Matthew J. MacLean in support of Settling Devotional Claimants' Opposition to Multigroup Claimants' Emergency Motion for Removal from Public Records and Sanctions Against SDC and its Counsel* at para. 3 (Mar. 27, 2020). Of course, Mr. MacLean has never explained *why* he was affirmatively monitoring Alfred Galaz's personal bankruptcy in Tulsa, Oklahoma, or why he would unnecessarily malign a young man in public pleadings (Ryan Galaz) by characterizing as "fraudulent" a documented transfer from Alfred Galaz to his grandson.

The answer to the SDC's motivations are no secret. Just repugnant.

## CONCLUSION

For the reasons set forth herein, Worldwide Subsidy Group LLC hereby requests that the Judges formally substitute Worldwide Subsidy Group LLC dba Multigroup Claimants in the stead of Multigroup Claimants, a sole proprietorship of Alfred Galaz, in this proceeding.

Respectfully submitted,

July 10, 2020

_____/s/_____

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## CERTIFICATE OF SERVICE

I certify that on July 10, 2020, I caused a copy of the foregoing pleading to be served on all parties registered to receive notice by eCRB by filing through the eCRB filing system.

_____/s/_____
Brian D. Boydston, Esq.

# Proof of Delivery

I hereby certify that on Monday, March 28, 2022, I provided a true and correct copy of the Multigroup Claimants' Opposition To SDC's Motion To Compel Production Of Documents to the following:

Broadcast Music, Inc. (BMI), represented by Jennifer T. Criss, served via ESERVICE at jennifer.criss@dbr.com

Devotional Claimants, represented by Matthew J MacLean, served via ESERVICE at matthew.maclean@pillsburylaw.com

Canadian Claimants, represented by Lawrence K Satterfield, served via ESERVICE at lksatterfield@satterfield-pllc.com

Program Suppliers, represented by Lucy H Plovnick, served via ESERVICE at lhp@msk.com

Major League Soccer, L.L.C., represented by Edward S. Hammerman, served via ESERVICE at ted@copyrightroyalties.com

SESAC Performing Rights, LLC, represented by John C. Beiter, served via ESERVICE at john@beiterlaw.com

ASCAP, represented by Sam Mosenkis, served via ESERVICE at smosenkis@ascap.com

National Public Radio, represented by Gregory A Lewis, served via ESERVICE at glewis@npr.org

Commercial Television Claimants / National Association of Broadcasters, represented by David J Ervin, served via ESERVICE at dervin@crowell.com

Global Music Rights, LLC, represented by Scott A Zebrak, served via ESERVICE at scott@oandzlaw.com

Joint Sports Claimants, represented by Michael E Kientzle, served via ESERVICE at michael.kientzle@arnoldporter.com

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Signed: /s/ Brian D Boydston